



**MEETING OF THE
ADMINISTRATION/PUBLIC WORKS COMMITTEE
Tuesday, June 7, 2016 at 6:00 P.M.
Community Room -- 16860 Main Street**

- I. Roll Call
- II. Approval Of Minutes (May 3, 2016 Meeting)
 - Documents: [DRAFT MINUTES OF MAY MEETING.PDF](#)
- III. Public Participation
- IV. Administration
 - A. For Information
 - 1. Financial Update (Wards – All)
 - B. For Action
 - 1. Purchase Of Accounting Software Upgrade (Wards – All)
 - Documents: [PURCHASE OF ACCOUNTING SOFTWARE UPGRADE - PAYROLL REVIEW.PDF](#)
 - 2. 2017 Community Development Block Grant Funding (Wards – All)
 - Documents: [2017 CDBG FUNDING.PDF](#)
- V. Public Works
 - A. For Information - None
 - B. For Action
 - 1. Route 109 Pedestrian Tunnel Consultant Contract (Wards One And Eight)
 - Documents: [ROUTE 109 PEDESTRIAN TUNNEL CONSULTANT CONTRACT.PDF](#)
 - 2. Update To The Wildwood Town Center Sanitary Sewer Study (Ward One)
 - Documents: [UPDATE TO THE WILDWOOD TOWN CENTER SEWER STUDY.PDF](#)
- VI. Items Not Ready For Action
 - A. Financial Update (Wards – All)

B. Senior Programming Update (Wards – All)

C. Lower Meramec Floodplain Mapping Tool - Potential Cost Share Agreement (Ward Six)

VII. Other

VIII. Next Meeting: Tuesday, July 12, 2016

IX. Adjournment

If you would like to submit a comment regarding an item on this meeting agenda, please visit the [Form Center](#).

The Council Administration/Public Works Committee Will Consider and Act upon the Matters Listed above and Such Others as May Be Presented at the Meeting and Determined to Be Appropriate for Discussion at That Time.

Notice Is Hereby Given That the Council Administration/Public Works Committee May Also Hold A Closed Meeting for the Purpose of Dealing with Matters Relating to One or More of the Following: Legal Actions, Causes of Action, Litigation or Privileged Communications Between the City's Representatives and its Attorneys [RSMO 610.021(1)1994]; Lease, Purchase or Sale of Real Estate [RSMO 610.021(2)1994]; Hiring, Firing, Disciplining or Promoting Employees by a Public Governmental Body [RSMO 610.021(3)1994]; Bidding Specification [RSMO 610.021(11)1994]; And/or Proprietary Technological Materials [RSMO 61-.021(15)1994].

The City of Wildwood Is Working to Comply with the Americans with Disabilities Act Mandates. Individuals Who Require an Accommodation to Attend a Meeting Should Contact City Hall, 458-0440 at Least 48 Hours in Advance.



WILDWOOD®

Administrative/Public Works Committee

Record of Proceedings

Tuesday, May 3, 2016 at 6:00 pm

City Hall Community Room at 16860 Main Street

I. **Welcome and Roll Call**

The meeting was called to order at 6:03 pm. A voice roll call was taken with the following results:

Committee Members in Attendance:

Council Member Sue Cullinane
Council Member Katie Dodwell
Council Member Joe Garritano
Council Member Debra McCutchen
Council Member Larry McGowen
Council Member Jerry Porter

Committee Members Absent:

Council Member Ed Marshall
Council Member Greg Stine

Other Council Members Present

Council Member David Bertolino

Staff Members in Attendance:

City Administrator Ryan Thomas
Director of Public Works Rick Brown
Meeting Recorder Carla Patrick

II. **Selection of Committee Chair**

Nominations for a new Committee Chairperson were submitted to include Greg Stine motioned by Council Member McCutchen and Joe Garritano motioned by Council Members Cullinane and McGowen.

A roll call vote was taken with the following results:

Council Member Garritano with five votes from Council Members Cullinane, Dodwell, Garritano, McGowen and Porter.

Council Member Stine with one vote from Council Member McCutchen.

Therein, Council Member Garritano was elected as Chair of this committee.

III. **Approval of Meeting Minutes from April 12, 2016**

Chair Garritano inquired as to any proposed changes to the minutes and without such, Council Member Dodwell made a motion for approval. Council Member McGowen seconded the motion. All were in favor excepting Council Member McCutchen abstaining, so MOTION APPROVED.

IV. **Public Participation**

Resident Anthony Hough of 2384 Gross Point Lane asked for review of the City Hall room use policy. He read aloud the current City policy for such. He requested that usage by political parties be allowed. He encouraged more grass roots involvement in the City. Council Member Cullinane referred him to the City Charter, which was approved by citizen vote and declares that the City remain non-partisan. Council Member Dodwell supported this point. City Administrator Thomas advised that the upcoming Ten Year Charter Review could be the time to review this issue.

Mr. Hough noted that other municipalities do allow political parties to use their facilities, including Ballwin and Ellisville. Council Member Porter agreed with Mr. Hough and requested an amendment to the Charter to allow for such, noting that if the facility was available to all parties, it would not be considered partisan. City Administrator Thomas suggested placement on a future agenda in order to gather pertinent data from other municipalities.

V. Administration

A. For Information

1. Public Inspection of Proposed Ordinances (Wards – All)

City Administrator Thomas advised that Mayor Bowlin had inquired as to the Charter provision for public inspection of proposed ordinances. He recommended that this provision be reviewed as part of the upcoming Ten Year Charter Review process.

B. For Action

1. Review of Municipal Code Sections (Wards – All)

Mayor Bowlin has noted that two sections of the Municipal Code relating to Mayor Pro Tempore and Standing Committees have not been consistently practiced by the City. City Administrator Thomas recommended modifications as such:

Section 110.120 – strike the words “but shall not be later than the third Tuesday in April” since this action is taken on the evening of the new Council Member swear in. The swearing in follows the certification of election results and is always after this date.

Section 110.250 – modify the requirement to one Chairperson to the Council Standing Committees, as is the past practice.

City Administrator Thomas requested a motion to move forward with the modifications. Council Member Cullinane made such motion, which was seconded by Council Member Dodwell. All members agreed and MOTION APPROVED.

2. Phase 2 City Hall Acoustical Improvements (Ward – All))

City Administrator Thomas previously recommended entering into Phase Two of the City Hall acoustical improvements by entering into an agreement with Golterman & Sabo Architectural Products for work outlined in their proposal. At the April 12th meeting, a suggestion was brought forth to add images to the panels. Therein, members requested pricing for such. The two areas under consideration are the Council Chambers corridor

and the large back wall in the central lobby. Costs were detailed in an updated proposal as an additional \$3,361.00 for the corridor and \$2,154.00 for the lobby wall.

In response to Council Member McCutchen's concern for the project budget, City Administrator Thomas reported that one of the areas could be completed within the budget. Discussion continued as to which area would be best suited for this imaging. It was noted that the lobby wall is utilized for the Art Fair and other events. The Chamber corridor includes smaller panels, wherein more images could be shown. Concern for stairway noise was raised, wherein City Administrator Thomas ensured the members that this area is covered in the proposal. Council Member McCutchen suggested also additional product for stairway noise reduction, such as is in place in many schools.

Also, Council Member Porter brought forth his concern with audio amplification within the Chamber itself. He requested better placed microphones and speakers that are more direct to the audience. Chair Garritano noted that these are differing issues, but that his concern deserves recognition.

Council Member Dodwell motioned to forward the acoustical proposal to Council and have the City team gather photographs for consideration for panels. Council Member Cullinane seconded this motion. All were in agreement, so MOTION APPROVED.

3. Report from Marketing and Public Relations Subcommittee (Wards – All)

The Marketing and Public Relations Subcommittee presented their recommendations after conducting interviews with four firms on April 30th. The four firms interviewed were Black Twig Communications, Gerard Marketing Group, Vandiver Group and Workman Communications Group.

City Administrator Thomas announced that the Subcommittee has recommended Gerard Group. Marketing and PR Subcommittee Chair Dodwell explained the process and how they came to this recommendation. Two firms provided strong proposals and met the needs of the City, including City team member training. However, Gerard Group can provide what the City needs more economically. She explained some of the primary purposes for engagement of these firms.

Council Member Porter commended the Subcommittee on their research in this selection. He then inquired if the recommendation was now going forth to the Council prior to hiring a new team member, who will be their liaison. Marketing and PR Subcommittee Chair Dodwell responded that the goal was to hire an economic development specialist wherein secondarily they would work with the consulting firm. She explained that there are different strategies for both, but that they would enhance each other. She supported engaging a firm first in order to begin the process of promoting the City. Council Member Bertolino offered that part of the proposed firm's

role is public communication, which is a more immediate need for the City. Council Member McCutchen noted that the proposed new Economic Development Specialist have a marketing background for best effectiveness.

City Administrator Thomas explained that the consulting firm would assist the Specialist, and the importance of satisfying our current need to have marketing tools to present Wildwood to prospects. The consulting firm will also provide media training, as well as essential tools to promote the story of Wildwood. Council Member McGowen agreed with the importance of engaging the consulting firm to begin the processing marketing the City, wherein the new team member will join forces with them at the time of hiring. However, he noted that compatibility between the two is crucial. He also requested the consulting firm work from data already acquired in the Houseal Lavigne guide for best efficiency. However, he noted that compatibility between the two is crucial.

Council Member Cullinane said that the firms interviewed were unaware of the data already available from Houseal Lavigne, which does not need to be redone. The primary goal herein is to obtain the best tools to market the City. Discussion continued regarding the status of the data presented by Houseal Lavigne (in process towards Council approval), and the effect of this data in the marketing process. It was agreed that the proposed firms should review the Houseal Lavigne strategy report, which is available online and adjusting proposed pricing accordingly. Council Member Bertolino reiterated that the Houseal Lavigne guide provides economic strategies with five plans and the importance for their use by both the proposed consulting firm (for marketing) and the proposed City Economic Development Specialist (for development).

City Administrator again advised of the necessity for immediate access to marketing tools in order to address economic development opportunities. Chair Garritano expressed his support of this immediate need and the importance of moving forward now with engagement of a consulting firm, believing that all of the elements will ultimately join forces for a balanced outcome. Council Member McGowen requested that consulting firm contract includes specifics on their cooperation and partnership with the City's future Specialist.

City Administrator Thomas requested approval of his recommendation for the engagement of Gerard Marketing Group to be subject to their agreement to utilize our current data and partnership requirements. This Motion was made by Council Member Dodwell and seconded by Council Member Cullinane. All members were in agreement, excepting Council Member McCutchen abstaining. MOTION APPROVED.

VI. Public Works

A. For Information

- 1. Lower Meramec Floodplain Mapping Tool–Potential Cost Share Agreement (Ward Six)**
Director of Public Works Brown presented a potential cost sharing opportunity with the USGS in the development of an internet based Flood Inundation Mapping tool for the Lower Meramec River. This tool would be invaluable in planning efforts. Members were supportive of the concept.

- 2. FEMA – Hazard Mitigation Grant Application for Flood Property Buyouts (Ward Six)**
Director of Public Works Brown reported on a plan for submission to FEMA for federal funding for the buyout of four substantially damaged properties in the Glencoe area. If these properties would be eligible for rebuilding, they would have to rebuild with respect to both flood requirements and current City code.

B. For Action

- 1. Old State Road Concept Study – Cost Share Agreement (Wards Seven and Eight)**
Director of Public Works Brown recommended entering into a cost sharing agreement with St. Louis County and the City of Ellisville to engage HR Green, Inc. to develop a conceptual plan for a segment of Old State Road for a cost to Wildwood of \$21,000.

City Administrator Thomas explained the history of the project and its viability for completion, wherein he acknowledged that completion would be more likely with federal funding and shared funding for the difference. Old design studies by the County are now irrelevant.

Council Member Dodwell made the motion to draft an ordinance for engagement with HR Green and such motion was seconded by Council Member McGowen. All members were in agreement, so MOTION APPROVED.

VII. Items Not Ready for Action

- A. Financial Update (Wards – All)**
- B. Senior Programming Update (Wards – All)**
- C. Purchase of Accounting Software Upgrade (Wards – All)**

VIII. Other

IX. Next Meeting: Tuesday, June 7, 2016

X. Adjournment

Motion to adjourn was made by Council Member Porter and seconded by Council Member Dodwell. All were in agreement, so meeting adjourned at 7:49 pm.



WILDWOOD®

Memo

To: Administration & Public Works Committee
From: Dawn Kaiser, Finance Officer
CC: Ryan Thomas, City Administrator
Date: 06/03/2016
Re: Payroll Processing Comparison – Internal or Outsource

The City of Wildwood's payroll is processed by Account Clerk/HR Assistant, Carla Patrick, and is reviewed by Finance Officer, Dawn Kaiser, on a bi-weekly basis (typically 26 payrolls per year). Approximately 23 payments are issued 14 times per year and approximately 44 payments are issued 12 times per year.

As requested, the option of outsourcing payroll was explored as opposed to purchasing an upgrade to the current in-house payroll software. Two vendors were contacted regarding their service and pricing; Integrated Payroll Services (IPS) (recommended by Treasurer Cross), and ADP. Treasurer Cross suggested not researching Paychex due to his prior experience with them. Functionality, ease of use, time savings, and costs were all considered during comparisons.

The City purchased the current in-house Payroll Software module from Incode as part of a complete accounting software package in 2004. There have been no costs, other than annual maintenance fees, charged for approximately twelve years and the software has performed without any major issues. The price estimates provided by IPS and ADP were each about \$5,000 for the first year. Incode's payroll software upgrade also includes a human resource management piece and the cost for the module and data conversion would be \$17,000. The annual maintenance fee for the upgraded in-house payroll software would be \$1,000 per year.

It appears that the time to enter data, whether in-house or to an outsourced agency's interface, would be essentially equivalent. In addition, in-house software provides for a seamless integration of general ledger account posting. If outsourced, team members would need to look into purchasing a patch to import general ledger information or the information would need to be entered manually. There may be some time savings in tax reporting if outsourced, however, since tax tables and forms are continuously updated by the payroll software provider (Incode), time savings would be minimal in this area. Therefore it appears that it would be more cost effective to continue to process payroll internally.

Recommendation

Staff recommends the purchase of the payroll software upgrade as part of the complete Accounting Software upgrade process from Incode Accounting Software Company as the software has proven to be both functionally sound as an integrated system and it appears to be the most cost effective. Additionally, processing payroll internally allows for greater confidentiality and flexibility.

Dawn Kaiser

From: Dawn Kaiser
Sent: Friday, June 03, 2016 11:12 AM
To: Dawn Kaiser
Subject: FW: outsource vs inhouse payroll

From: Steve Cross [<mailto:svcross@att.net>]
Sent: Friday, June 03, 2016 10:40 AM
To: Dawn Kaiser
Subject: Re: outsource vs inhouse payroll

Hi Dawn,

I have reviewed your attached memo and am providing my feedback. Please feel free to forward my comments to Ryan and the Committee.

As the Treasurer for the City, I wholly concur that it is a useful and necessary exercise to continually review all City processes and procedures for improvement, including outsourcing them when appropriate. Regarding payroll and HR management, I have experience with managing those services in-house as well as outsourcing them. In my experience, an organization will outsource payroll if there is no one in-house to perform the function, if it is cost effective to have an outside firm provide the service rather than hire and pay the costs for an employee to perform them, or the organization would prefer to not be subject to the quarterly and annual filing requirements, and possible liability, related to payroll taxes.

My understanding is that you have reviewed the pricing and services offered by two payroll companies and compared that information to your current costs and processes being completed by yourself and Carla. I am told that the cost for an outside firm to perform the City's payroll function would be approximately \$5,000 per year, excluding \$1,000 per year for maintenance and support, and the cost to purchase the upgraded payroll/HR module from your current provider would be approximately \$17,000. Based on this information, the costs to the City would increase after year 3, the approximate breakeven point. This information assumes that the City would retain the current HR assistant, therefore there would be no payroll cost savings or she would not be redeployed to some other function and therefore potentially provide cost savings or an increase in efficiency. You have also told me that you have performed the payroll function for many years and are very comfortable with the requisite tax filings and the inevitable payroll/tax adjustments that occur throughout the year.

In summary, based on my discussion with you, and understanding the cost structure noted above combined with the fact that there will be no payroll cost savings to the City by outsourcing payroll, I agree with your decision to maintain the payroll process in-house rather than outsource it. If in the future you determine that the HR assistant is no longer needed, or her skill set is needed in another department, or your workload becomes too heavy for you to provide the needed oversight to her work, then I would highly recommend you again review the payroll/HR services provided by

Interactive Payroll Services. I have used this firm for the past three years for Youth Learning Center and the Biome Charter School and have found them to be the most professional, cost effective and complete payroll provider that I have ever worked with.

Thanks, Dawn. I would be happy to discuss my feedback with you, Ryan or the Committee at anytime.

Steve



MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Woerther and Planning/Economic Development/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: April 8, 2016

Re: Purchase of Accounting Software Upgrade

Background

At the February 2, 2016 Meeting of the Administration/Public Works Committee, the Committee recommended moving forward with an upgrade to the City accounting software package, Incode 10, subject to a final review of costs, including necessary hardware upgrades. A summary of the final costs is shown on the attached page, which includes hardware, initial license fees, implementation, migration, data conversion, and other expenses related to get the upgraded package up and running. Annual license fees are listed separately.

Of the total first year costs of \$73,011, \$30,317 was encumbered from the residual 2015 budget, leaving a balance of \$42,694 to complete the purchase.

Recommendation

It is recommended that the City complete the purchase of the necessary hardware, software and accessory services to migrate to Incode 10, as previously recommended by the Department of Administration, which will require a mid-year budget amendment totaling \$42,694.

Reasons for Recommendation

To improve data management, reporting capabilities, and reduce staff time required for data entry and data management.

I will be available for any questions or comments at the April 12, 2016 Administration/Public Works Committee Meeting.

RST

Planning Tomorrow Today™

Tyler Tech Software Additions/Upgrades 2016 Amended Quote 4-8-16

04/08/2016

	Hardware	Initial License Fees	Estimated Implementation Services	Migration Services	Data Conversion	Est Travel Exp	Total	Annual License Fees/Charges ⁽²⁾
Incode Financial Management Suite 10 Upgrade		3,960	-	10,000		11,480	25,440	990
Business License		2,200	3,000		7,735	3,122 ⁽¹⁾	16,057	550
Personnel Managment (Payroll)		4,000	8,000	5,000			17,000	1,000
Inventory & Fixed Assets			2,000		4,450		6,450	-
Financial Consulting Services		-	1,500				1,500	-
SQL Server	1,024						1,024	-
Hard Drives (3)	1,500						1,500	-
	<u>2,524</u>	<u>10,160</u>	<u>14,500</u>	<u>15,000</u>	<u>12,185</u>	<u>14,602</u>	<u>68,971</u>	
Tyler U								<u>1,500</u>
								<u>4,040</u>

(1)Travel Expense for Both Business License and Inventory

(2) due 90 days after installation

Note: Data Conversion for Incode 10 Migration Services are included at no charge.



MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Bowlin and Planning/Economic Development/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: June 3, 2016

Re: 2017 Community Development Block Grant Funding

Background

A Public Hearing has been scheduled for the June 23, 2016 City Council Meeting to discuss the City's allocation of \$25,500 in Community Development Block Grant (CDBG) funds for 2017. For 2016, the City started allocating this funding for senior programs and services, and this initial funding will become available in August 2016, and be utilized in cooperation with the Wildwood Family YMCA and St. Louis Community College to support current programs and expand to include new programs for seniors. It is anticipated that Special Projects Coordinator, Lynne Greene-Beldner, will focus most of her time on this project, once the funding becomes available.

Recommendation

It is recommended that the 2017 allocation of \$25,500 be used to continue the City's initiative to provide expanded senior programs and services in Wildwood.

Next Steps

Following the June 23, 2016 Public Hearing, the passage of a Resolution authorizing the filing of an application for the 2017 program funding will be necessary (also planned for the June 23, 2016 Meeting). The application deadline is July 1, 2016.

I will be available for any comments or questions at the June 7, 2016 Meeting of the Administration/Public Works Committee.

RST

Planning Tomorrow Today®



WILDWOOD[®]
Department of Public Works

MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, Director of Public Works

Date: June 1, 2016

Re: Route 109 Pedestrian Tunnel Consultant Contract

Background

As you may recall, earlier this year, the Department was notified that our application for federal funding for the design and construction of the Route 109 Pedestrian Tunnel project was approved. That funding will allow the City to be reimbursed for 50% of eligible project costs up to a maximum amount of \$350,000, which is estimated to be 50% of the construction cost.

With our project funding agreement with MoDOT in place, the Department desires to hire an engineering consultant to begin the design of the project. The project funds for construction are available in 2018, and therefore, it is planned to complete the engineering plans and hold the bid letting by the summer of 2018.

The concept for the pedestrian tunnel was developed as a result of the ongoing design of improvements to Route 109 by our consultant engineer, HR Green. However, while HR Green is currently under contract with the City to design the Route 109 Roundabout at the Route 100 Eastbound ramps, the design of the pedestrian tunnel is not included in their current scope of work. As design consultants are required by law to be selected based on their qualifications (competitive bids are prohibited), the Department feels that it would be best to utilize HR Green to complete this project. In that regard, the Department requested that HR Green provide a draft fee proposal. After review by the Department, and some negotiation with HR Green, the proposal has been submitted for a not-to-exceed contract sum of \$99,952.88.

Recommendation

The Department recommends approving a consultant agreement with HR Green for the design of the Route 109 Pedestrian Tunnel, not to exceed the amount of \$99,952.88.

Reasons for Recommendation

- HR Green is currently under contract with the City for the design of a new roundabout at the Eastbound Route 100 Ramps. This project is an extension of that work and thus, design of the ped tunnel must coordinate with the design of improvements to Route 109 by HR Green. Thus, it would be counterproductive to engage a new consultant for design of the project.
- HR Green has recent experience with the design of pedestrian tunnels, as they completed the design of the pedestrian tunnel located on Route 109 to the north at Pond-Grover Loop Road. We have been satisfied with the outcome of that project.
- The Department negotiated HR Green's fee and scope of work. We feel that the contract amount is reasonable, given the scope of work and estimated construction cost of the project.
- HR Green is on MoDOT's list of pre-qualified engineering consultants. This requirement must be met for the City to select HR Green for this project. For small design projects such as this; MoDOT's policy allows Cities the latitude to directly select consultants from their prequalified list.

Attached is the proposed Consultant Agreement with HR Green.

Planning Tomorrow Today[®]

Assuming a favorable recommendation by the Committee, a bill authorizing the Mayor to execute an agreement with HR Green for design of the Route 109 Ped Tunnel will be prepared for the City Council to consider.

I will be available for any questions or comments at the June 7, 2016 Administration/Public Works Committee Meeting.

RCB

SPONSOR: City of Wildwood, Missouri
LOCATION: Route 109 Pedestrian Tunnel
PROJECT: TAP-5602(623)

THIS CONTRACT is between the City of Wildwood, Missouri, hereinafter referred to as the "Local Agency", and HR Green, Inc. hereinafter referred to as the "Engineer".

INASMUCH as funds have been made available by the Federal Highway Administration through its Transportation Alternatives Program (TAP) coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a pedestrian tunnel under Route 109 to replace an existing at-grade crossing, and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

ARTICLE I – SCOPE OF SERVICES

A. PROJECT LOCATION

This project includes the preparation of preliminary, right-of-way and final design plans for a much safer crossing across Route 109 for the Wildwood Greenway by constructing a precast box culvert pedestrian tunnel under Route 109 replacing an existing at-grade crossing. The Wildwood Greenway runs along Route 100 between Pond Road to the west and to the east now terminates (with the recent Great Streets improvements) at Old State Road in Ellisville. The tunnel will be designed to accommodate a future roundabout and associated improvements at the intersection of Route 109 and the eastbound Route 100 Ramps.

B. GENERAL

The Engineer will develop detailed plans, job special provisions, and an opinion of estimated construction cost for the improvements. This scope of services includes the completion of five (5) tasks as detailed below. Plans will be developed in accordance with the procedures required by MoDOT's Engineering Policy Guide (EPG) and Local Public Agency (LPA) Requirements. The Engineer will develop plans for the following submittals to MoDOT and the Local Agency:

1. Preliminary Plan Phase
2. Right-of-Way Plan Phase
3. Final Design Plan Phase
4. Bidding Phase

C. PROJECT ASSUMPTIONS

The following assumptions were made in developing this scope of services:

1. Right-of-Way: For the purposes of this scope of service, it is assumed that the project will require easement documents from two (2) properties in order to construct new trail connections. The acquisition of new easements for this project will be completed by the

Local Agency. Additionally, it is assumed that the existing sidewalks in front of the gas stations are on private property, and going forward, the public sidewalk/trail will reside in either public right of way, or a permanent easement will be acquired under the trail.

2. Surveying: Topographic and right of way surveys have already been procured for this site through previous surveying for the eastbound Route 100 at Route 109 roundabout project. If additional survey is required due to findings of the initial survey or because the survey did not anticipate all of the requirements of this work, such work may require a supplemental agreement.
3. Bidding Documents: The Engineer will not provide duplication of bid documents. The Engineer will provide one reproducible and one PDF copy of all bid documents to the Local Agency, who will be responsible for reproduction of the bidding documents.
4. Public Meeting: Because of the nature of this work as a maintenance activity, no public involvement is warranted nor will any public meetings be conducted.

D. EXCLUSIONS

Exclusions to the scope of services include the following:

1. Pavement design
2. Traffic modeling
3. Roadway lighting
4. Condemnation proceedings or title work
5. Design of utility adjustments or preparation and negotiation of utility agreements
6. Acquisition of new right of way or easements
7. Construction inspection or administration
8. No NEPA documentation other than Section 106 Form submittal
9. Permitting other than that described herein will be the responsibility of the Local Agency

E. TASK 1: PROJECT MANAGEMENT

In order to provide client service and meet the needs of this project, Project Management activities will include the following:

1. External Progress Meetings – The Engineer will maintain communications with the Local Agency as needed to review progress, discuss specific elements of the project, and determine future needs and activities. It is assumed that one meeting will occur during each phase of the project for a total assumed number of three (3) meetings. An average of two (2) members of the Engineer’s staff will attend each meeting. The Engineer will prepare minutes of meetings and keep documentation of other communications.
2. Internal Team Meetings – Internal team meetings will be held as needed to ensure each team member (prime and subconsultant team members alike) are operating under the same directions and following the same guidance for the project.
3. Invoicing – Invoices and progress reports will be prepared monthly for the duration of the project (assume 12 months). The invoices will be prepared by the Engineer in accordance with the standard MoDOT Consultant Invoice as referenced and found in the Engineering Policy Guide (EPG). Subconsultants will prepare monthly invoices for their work and submit the invoices to HR Green, who will summarize all the monthly labor costs, expenses and fixed fees into one comprehensive invoice.

4. Geotechnical Report – The Engineer’s subconsultant will complete a geotechnical evaluation of the project. A geotechnical investigation report will be prepared which will document the course of the investigation, the field exploration and laboratory programs, and will present the boring logs, laboratory test data, and a description of the subsurface conditions encountered. The report will provide geotechnical conclusions and recommendations for the design and construction of the project specifically focused on the tunnel crossing. Recommendations will be given for a bearing capacity for foundation or wall design, and geotechnical design parameters will be provided for the foundation soils and the retained materials. The report will also provide a settlement estimate as well as a global stability analysis for the new retaining walls.
5. Quality Control – The Engineer will establish review and checking procedures for the project deliverables. Quality Assurance (or the process of executing the established Quality Control procedures) will be included in each individual task items and will be completed at appropriate points in time for that specific task. However, for major deliverables that require assembling data from many different tasks or delivery teams, an additional review will be completed by the Project Manager or his assigned Quality representative. It is anticipated that these reviews will be completed prior to submittal of the following deliverables:
 - a. Preliminary Plans
 - b. Right of Way Plans
 - c. Final PS&E

F. TASK 2: PRELIMINARY DESIGN PHASE

The following scope items will be necessary to complete this work:

1. Field Checks – The Engineer, in the company of the Local Agency, will complete a general field check to review existing topographic conditions and review the topographic survey already performed prior to this contract. Additionally during this site visit, the Engineer will review the existing site for deficiencies that could be remedied through the completion of the project if budget is available.
 - a. Report – After the completion of the field check, the Engineer will compile a technical memorandum documenting the known deficiencies, and initially ranking them in order of importance.
2. Title Sheet – The Engineer will complete a preliminary title sheet for the project.
3. Typical Section Sheets – The Engineer will prepare preliminary typical section sheets. One (1) sheet is assumed.
4. Reference Tie / Project Control Sheet – The Engineer will prepare a preliminary tie and control sheet using information provided by the surveyor.
5. Develop Plan Over Profile Sheets – The Engineer will prepare preliminary plan and profile sheets based on a 20 scale in plan, and a 20-inch horizontal / 5-inch vertical scale in profile. The plan/profile sheet will cover the tunnel area as well as new trail connections and retaining walls to be constructed. One (1) sheet is estimated.
6. Preliminary Structure Design –The Engineer will prepare a 1”=20’ scale Type, Size, and Location (TS&L) plan for the proposed structure/tunnel. The TS&L includes a general plan and elevation consisting of a longitudinal section along the structure, roadway horizontal curve, and profile data along with a structure plan. In addition, preliminary MSE wall sheets will be prepared in conjunction with the tunnel design to hold back existing material

near the crossing. One (1) sheet is assumed for the TS&L, and one (1) sheet is assumed for the retaining wall sheet.

7. Cross Sections – Cross sections for Route 109 and the trail alignments will be shown at fifty-foot intervals along the proposed centerline of the alignments, drawn at a scale of 1” equals 5’ both horizontally and vertically. For the preliminary cross sections, only existing features and proposed pavement will be shown to generate construction limits (no labeling). Ten (10) sheets are assumed for this work.
8. Regulatory Approvals – The Engineer will submit the Section 106 form to the MoDNR for approval.
9. Utility Coordination – The Engineer will coordinate utility company activities for the project by providing a preliminary plan submittal to utility providers, including a PDF of the following sheets: cover sheet, typical section sheets, plan sheets, and cross section sheets. Upon request, AutoCAD copies of the plans can be made available to the utilities for their use. Additionally, as a part of this work, the Engineer will attend one (1) Utility Coordination Meeting at the completion the preliminary design phase of the project to discuss existing facilities, and impacts and possible relocation corridors for impacted facilities.
10. Prepare Engineer’s Estimate of Probable Cost – The Engineer will, based on the preliminary plans, complete a preliminary engineer’s estimate of probable cost utilizing historical unit bid prices for construction.
11. Drainage Design – In order for an accurate and complete picture of the right of way needs for the project, the drainage design will be expedited and taken to a point where a submittal to the Metropolitan St. Louis Sewer District (MSD) can be made. This submittal will occur once the Preliminary Plans have been approved by the Local Agency and MoDOT, and after the public meeting has occurred. The drainage design will include:
 - a. Assessment of the existing and proposed watershed and drainage areas.
 - b. Assessment of the existing storm sewer drainage network (condition, location, capacity, etc.) to determine the extent it can be reused.
 - c. Type, size, and location of the necessary drainage features for the project, including enclosed drainage features (inlets and pipes).
 - d. Preliminary stormwater pipe profiles (culvert sections)
 - e. Proposed water quality measures will be suggested for the overall project but not in conjunction with this specific (first) piece. Engineer will meet with MSD to defend this position and make recommendations about future swap areas and solutions.
 - f. Design memorandum will be submitted and approvals will be acquired through MSD.
12. Submit Preliminary Plans – The Engineer will submit an electronic copy of the Preliminary Plans to the Local Agency and MoDOT for review and approval. One (1) half-size hard copy of the plan set will be submitted to the Local Agency. The Preliminary Plan submittal will include: Title Sheet, Typical Section Sheet, Plan/Profile Sheet, TS&L / Retaining Wall Sheets, and Cross Sections.

G. TASK 3: RIGHT OF WAY PHASE

After review of the preliminary plan comments from from the Local Agency and MoDOT’s review, the Engineer will modify the plans to correspond to Local Agency driven changes and proceed towards final design of the project. At this point, the Engineer will begin the preparation of Right of Way Plans.

The Right of Way Phase shall include development of detailed Right of Way Plans for the new pedestrian tunnel. The development of Right of Way Plans is based on the assumption that no more than two (2) parcels will require new easements. If it is determined that more than two (2) parcels will require new easements, the Engineer will complete this additional work by way of supplemental agreement.

The Engineer shall provide the Local Agency with documentation to enable the Local Agency to request an A-Date in accordance to most current version of the Missouri Department of Transportation (MoDOT) standard LPA Manual.

For this project, all property takings and easement acquisition will be completed by the Local Agency, using the Right of Way Plans prepared by the Engineer as follows:

1. Right of Way Plans – The Engineer will prepare Right of Way Plans, which may be separate drawings from those used for design and construction details. The Right of Way Plans will show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, other land survey information, street lines and existing right of way and existing easements. The Engineer will also include plan details, which will require additional right of way or easements during the construction phase of the project such as temporary pavement, temporary erosion control, etc. Right of Way Plans include title sheet, typical sections, and split plan over profile sheets. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner will be shown in tabular form on the respective sheets.
2. Preliminary Right of Way Plans will be submitted to the Local Agency for review and approval. The Right of Way Plans will be at the same scale as the construction plans. The Right of Way Plans will include design details that will control the width of right of way and necessary easements.
 - a. New Right of Way lines and new easements shall be dimensioned by bearings and distances.
 - b. The following minimum design features shall be included on the Right of Way Plans:
 - i. Title sheet with the appropriate project limits, access note and traffic data completed.
 - ii. Typical section sheet
 - iii. Plan/Profile sheet containing the following: drainage facilities; entrances and their reference location, width and type; property owners, with areas of new right of way, easements and remaining property; centerline bearing, existing known utility locations, easements, and horizontal curvature information.
 - iv. Township, Range, Section and/or U.S. Survey.
3. Engineer's Estimate of Probable Cost – The Engineer will revise the Engineer's Estimate of Probable Cost based on updated plan changes occurring between the Preliminary Plans and submittal of the Right of Way Plans.
4. Submit Right of Way Plans – The Engineer will submit an electronic copy of the Right of Way Plans to the Local Agency and MoDOT for review and approval. One (1) half-size hard copy of the plan set will be submitted to the Local Agency. The Right of Way Plan

submittal will include: Title Sheet, Typical Section Sheet, Plan/Profile Sheet and Exhibits/Descriptions described later in this section.

In addition to the specific Right of Way Plans requirements, the following items and assumptions are also included in this phase of work:

5. The Engineer will provide individual Exhibits for each parcel requiring a temporary or permanent taking, and individual legal descriptions by parcel to accompany any exhibits required for temporary or permanent takings. The following assumptions are made in the estimation of the fee for this task:
 - a. It is assumed that all work on or along existing sidewalks in front of gas stations will be completed by either property acquisition or permanent easement under the public sidewalk / trail.
 - b. The Engineer will obtain Title Commitments for the two (2) properties identified as needing exhibit preparation work. Title work shall be limited to these parcels only.
 - c. The total number of exhibits shall be limited to two (2) for this contract. The total number of legal descriptions written shall be limited to two (2) for this contract.
6. The following exclusions to the Right of Way Phase are made:
 - a. Any work required for condemnation of property, once the Right of Way Plans have been submitted and approved, is excluded from this scope of services.
 - b. All work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor. All exhibits and legal descriptions for permanent easement of ROW acquisition will be sealed by a Professional land Surveyor licensed in the State of Missouri.
 - c. The Engineer will not be responsible for the preparation of any Certified Land Corner documents.
 - d. The Engineer will not be responsible for the physical monumentation of any proposed right of way or property corners, or the re-establishment of existing corners which may have been damaged, removed, or not found for this project.

H. TASK 4: FINAL DESIGN PHASE

The Final Design Phase shall include final design of the project as approved in the Right-of-Way Plans. The Engineer will undertake the following tasks in the final development of the plans.

1. Title Sheet – The Engineer will make final revisions to the title sheet.
2. Tabulation of Quantities - The Engineer will tabulate all quantities. The tabulation will be created in Excel spreadsheets. Overall quantity sheets will be summarized on an A-sheet, and subsequent sheets will break down how each quantity was tabulated by sheet and station range. Two (2) sheets are estimated.
3. Typical Section Sheet – The Engineer will detail and finalize the typical section sheet. One (1) sheet is estimated.
4. Reference Tie / Project Control Sheet – The Engineer will make final revisions to the tie and control sheet.
5. Plan Over Profile Sheet - The Engineer will finalize the plan/profile sheet by providing details and notes as necessary for the final design plans. One (1) sheet is estimated.

6. Pipe Profiles – The Engineer will detail and dimension the storm sewer (culvert) sections for all storm water drainage pipes and structures. Profiles for storm sewer pipe to be drawn at a scale of 1” equals to 20’ horizontally and 1” equals 5’ vertically. No budget is set aside for the detailing of water quality features per Task 2.11.e.
7. Force Main Relocation Sheet – The Engineer will complete plans for the relocation of the existing force main running parallel to western side of Route 109 which will be in conflict with the new box culvert (tunnel). The relocation will be submitted as a part of the package submitted to MSD for approval under the same P number pulled for stormwater.
8. Striping, Signage and Erosion Control – The Engineer will complete plans for new pavement markings (and signing where applicable). Existing signs should be used in place unless they do not meet the current retroreflectivity requirements of the MUTCD. These plans will indicate the relocation of existing signs where necessary due to new trail, tunnel, or grading work. Signing cross sections or quantity sheets will not be provided. In addition, the Engineer will include typical detail sheets for temporary erosion control installation around areas of new construction. The typical details and temporary erosion control will be shown on this sheet and no specific sheets will be created. Two (2) sheets at 20 scale are estimated.
9. Traffic Control Plan Sheets – The Engineer will develop traffic control plans sheets for maintaining traffic during construction. The plans will generally include standard details for lane drops or closures, as well as a detailed Traffic Control Plan indicating signage or striping for phasing and sequencing. Three (3) sheets are estimated.
10. Precast Pedestrian Tunnel Detail Sheets – The Engineer will develop specific structural sheets for inclusion in the final design plan set. Structural sheets include the following:
 - a. General Plan and Elevation (1 sheet)
 - b. Summary of Quantities and General Notes (1 sheet)
 - c. MSE Wall Details (3 sheets)
 - d. Lighting Details (4 sheets)
 - e. Boring Logs (1 sheet)
11. Cross Sections – The Engineer will finalize the roadway cross sections included final design details and notes. Earthwork quantities and cross sections for the mainline and trails shall be provided at fifty-foot intervals along the proposed centerline of the alignments. Cross sections will be drawn at a scale of 1” equals 5’ both horizontally and vertically. For each cross section, right of way, easement, and utility information will be graphically shown. Ten (10) sheets are assumed.
12. Prepare Engineer's Estimate of Probable Cost – The Engineer will update the engineer’s estimate of probable cost based on the final design plans.
13. Utility Coordination – The Engineer will coordinate utility company activities for any adjustments required to be included in the final design plans, including a PDF submittal to each utility company with facilities within the project corridor. Upon request, AutoCAD copies of the plans will be made available to the utilities for their use, if required.
 - a. The Engineer will incorporate all necessary utility plan adjustments into the final plans, however actual design of relocated or adjusted utility facilities (excluding storm sewers and sanitary sewer adjustments) is excluded from the scope.
 - b. The Local Agency or MoDOT will be responsible for the preparation, negotiation and execution of all utility agreements as may be required to adjust existing utilities as a result of this project.

- c. The Engineer will attend one (1) a Utility Coordination Meeting in conjunction with the Final Design Plans.
- 14. Job Special Provisions – The Engineer will complete all Job Special provisions as necessary to supplement the standard specifications. For this project the standard specifications to be adopted shall be the Missouri Department of Transportation’s Standard Specifications for Highway Construction, current edition.
- 15. Develop Project Manual/Bid Documents – The Engineer will use MoDOT’s Federal Boiler Plate Front End documents and make all changes needed to conform to the requirements of this project. The project manual will include all required MoDOT and Federal provisions as well as specialized JSP’s as described in the item above.
- 16. Submit 95% Draft Package/Plan Set for Review – The Engineer will submit a Draft PS&E package to the Local Agency and to MoDOT. This submittal will include two (2) hard copies of the plans in 11”x17” format with a hard copy of the Project Manual and Engineer’s Estimate of Probable Cost for each agency, plus and electronic PDF copy as needed.
- 17. Complete Final Revisions – The Engineer will complete revisions to the Draft PS&E in accordance with the review comments received from the final plan review by the Local Agency and by MoDOT.
- 18. Submit Revised PS&E to MoDOT – After revising the Draft PS&E, the Engineer will resubmit two (2) final copies of the PS&E to MoDOT and the Local Agency.

I. TASK 5: BIDDING PHASE

Bidding Services for this project will include the following:

- 1. Addenda, Clarifications or Requests for Information – The Engineer will provide written clarifications in response to RFI’s (in the form of addenda to the advertisement for bids).
- 2. Pre-Construction Meeting – The Engineer will attend one (1) preconstruction conference to be held by the Local Agency. The meeting will be arranged by the Local Agency and held at a facility chosen by the Local Agency. The Engineer will be on hand to answer questions about the construction, but the meeting will be run by the Local Agency.
- 3. Site Visits – The Engineer will make periodic site visits to the site to observe work progress and answer specific questions about design intent. Three (3) visits are assumed over the duration of the construction work.
- 4. Shop Drawings – The Engineer will review shop drawings for design intent and compliance to the specifications of the project. Shop drawing review will be limited to box culvert (tunnel), lighting, wall, and drainage structure submittals. The Local Agency will handle all other submittal reviews.

ARTICLE II – DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 6 % of the total Agreement dollar value.

- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 9% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
TSi Engineering, Inc. 5850 Arsenal St. St. Louis, MO 63139	Geotechnical Investigations and Reporting	\$9,656.00	\$9,656.00	100 %

ARTICLE III – ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

ARTICLE IV – RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

ARTICLE V – PERIOD OF SERVICE

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on February 16, 2018.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

ARTICLE VII – COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$11,029.03, with a ceiling established for said design services in the amount of \$99,952.88, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$0.00, with a ceiling established for said inspection services in the amount of \$0.00, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
 - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
 - 2. An amount calculated at 44.24% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
 - 3. An amount calculated at 123.26% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
 5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

ARTICLE VIII – COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

ARTICLE IX – SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no

way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

Sub-Consultant Name	Address	Services
TSi Engineering, Inc.	5850 Arsenal Street St. Louis, MO 63139	Geotechnical Investigations and Reporting

ARTICLE X – PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

ARTICLE XI – RETENTION OF RECORDS

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

ARTICLE XII – OWNERSHIP OF DOCUMENTS

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder

- shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
 - D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
 - E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
 - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
 - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
 - 3. Any material contract breach by the Local Agency.

ARTICLE XIV – DECISIONS UNDER THIS CONTRACT

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

ARTICLE XV – SUCCESSORS AND ASSIGNS

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

ARTICLE XVI – COMPLIANCE WITH LAWS

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VII of the Civil Rights Act of 1964 and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

ARTICLE XVII – RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

ARTICLE XVIII – NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with Title VII of the Civil Rights Act of 1964, as amended. More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

ARTICLE XX – INSURANCE

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.

- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

ARTICLE XXI – ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

- Attachment A – Subconsultant Scope of Service
- Attachment B – Estimate of Cost
- Attachment C – Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.
- Attachment D – Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.
- Attachment E – DBE Contract Provisions
- Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this ____ day of _____, 2016.

Executed by the County/City this __ day of _____, 2016.

FOR: The CITY of WILDWOOD, MISSOURI

BY: _____
Mayor Jim Bowlin

ATTEST: _____
Mr. Ryan Thomas, PE
City Administrator

FOR: HR GREEN, INC.

BY: _____
David F. Maxwell, PE
Operations Director

ATTEST: _____

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

Ms. Elizabeth Weiss
City Clerk

ATTACHMENT A
(TSi ENGINEERING SUBCONSULTANT SERVICES)



April 28, 2016

Mr. Jason S. Dohrmann, PE
HOWARD R. GREEN, INC.
16020 Swingley Ridge Road, Suite 120
St. Louis, Missouri 63017-2085

**Re: Proposal for Subsurface Exploration and Geotechnical Engineering Evaluation
Route 109 Pedestrian Tunnel
Wildwood, Missouri
TSi Proposal No. SLM16040.00**

Dear Mr. Dohrmann:

TSi Geotechnical, Inc. (TSi) is pleased to submit this proposal to Howard R. Green, Inc., (HR Green) to perform a subsurface exploration and geotechnical engineering evaluation for the design and construction of the Route 109 Pedestrian Tunnel project on Route 109 in Wildwood, Missouri.

PROJECT DESCRIPTION

The following understanding of the project is based on information from HR Green concerning the proposed tunnel, and previous TSi projects in the area. The general site area lies in the city of Wildwood, roughly bounded on the north by Route 100, on the south by Hawthorne Village Parkway and Cambury Lane, on the east by Eatherton Road and on the west by Pond Road. This project consists of the construction of a new pedestrian tunnel to cross underneath Route 109 that will replace an at grade crossing to connect an existing pedestrian trail. This will require approximately 114 feet of tunnel underneath Route 109 along with new mechanically stabilized earth (MSE) retaining walls at both ends of the tunnel.

SCOPE OF SERVICES

In order to provide geotechnical data and assessments for the design of the project, TSi proposes to provide the following scope of services:

1. Perform a site reconnaissance and review of previous projects performed in the vicinity of the project site.
2. Clear utilities at boring locations approved by HR Green and staked in the field by TSi.

1340 North Price Road

St. Louis, MO 63132

314.644.3134 T

314.644.3135 F

tsi-engineering.com

PROFESSIONAL SERVICES SINCE 1989

April 28, 2016

Mr. Jason S. Dohrmann, PE

Howard R. Green, Inc.

Page 2

3. Complete a drilling program of 2 borings to a depth of approximately 20 feet each or to auger refusal, whichever occurs first. If limestone bedrock is encountered above 20 feet then the limestone will be cored for a depth of approximately 10 feet in only one of the borings, using NX-size diamond bit rock coring methods. The borings will be drilled with an all-terrain or truck mounted drill rig, using hollow stem auger drilling equipment. Standard Penetration Test (ASTM D 1586) and Shelby tube (ASTM D 1587) samples will be recovered in the borings on 2.5- to 5-foot intervals, with sampling at 2.5-foot spacing in the lower 10 feet. In addition, a bulk sample will be obtained in a 5-gallon bucket from one of the borings. TSi plans to drill one of the borings in the roadway which will require traffic control.
4. Laboratory testing of soil samples recovered from the borings that may include the following tests:
 - visual classification;
 - moisture content;
 - Atterberg limits;
 - grain size analyses, if appropriate;
 - soil unit weight;
 - unconfined compressive strength of soil; and
 - standard Proctor moisture-density.
5. Geotechnical engineering evaluation and report preparation.

GEOTECHNICAL REPORTS

TSi will prepare a geotechnical study report that will contain the boring logs and laboratory test results for the project, a description of the field exploration and laboratory test procedures, and a discussion of the site geology and the subsurface conditions encountered. The report will present our conclusions and recommendations for the design and construction of the tunnel, including:

- Subsurface conditions at the bridge, including material types at each boring location;
- Laboratory test results for soil samples;
- Foundation support for the tunnel and retaining wall structures, with recommendations for allowable bearing pressures and depths for the foundations;
- Estimated settlement of the foundations, based on the general character of the supporting materials and anticipated structural loads;
- The influence of groundwater on the project;

April 28, 2016

Mr. Jason S. Dohrmann, PE

Howard R. Green, Inc.

Page 3

- Lateral earth pressure recommendations for design of the tunnel and MSE retaining walls;
- Global stability analyses for MSE retaining walls. The analysis for MSE walls would be preliminary, made using assumed lengths for the reinforcement zone;
- General construction considerations; and
- Recommendations for fill and backfill materials, placement, and compaction.

ESTIMATED COST

TSi's work will be performed on a lump sum basis. Based on the proposed scope of work and assuming no unanticipated subsurface conditions are encountered, our fee for the geotechnical study for the project will be \$9,656. If site conditions are encountered during exploration that warrant additional work, we will notify you and discuss the necessary scope modification. However, the fee will not be exceeded without your authorization.

SCHEDULE OF WORK

TSi anticipates that fieldwork could begin within 3 weeks of authorization to proceed, depending on receipt of permits. We anticipate that 1 working day will be required to complete the field investigation for the site. A written report of our findings for the study will be issued within approximately 3 weeks after the completion of the field work. Verbal recommendations can be provided as soon as data is available and analyses are complete.

ASSUMPTIONS\CLARIFICATIONS

In preparing this scope of services and cost estimate, TSi has made the following assumptions:

1. HR Green will provide any available information regarding the location of subsurface utilities, at least one week prior to the start of field work. TSi will contact Missouri One-Call utility location service, but cannot be responsible for unmarked or mislocated utilities.
2. TSi will field-locate the borings. HR Green will provide TSi with ground surface elevations at the boring locations after the drilling is complete
3. The borings will be backfilled with auger cuttings and/or sand. Borings drilled in pavement areas will be patched with bagged premix concrete.
4. TSi will obtain appropriate permits from MoDOT and will use traffic control signs and devices to provide the proper traffic control for drilling one of the borings on the paved roadway.
5. TSi's drill crews are not union-affiliated, and the costs for a union operator and laborer are not included in the proposed fee. It is rare for union issues to arise during a program of geotechnical drilling.

April 28, 2016
Mr. Jason S. Dohrmann, PE
Howard R. Green, Inc.
Page 4

LIMITATIONS

TSi will perform only those services outlined herein. HR Green and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended. If this proposal is acceptable to you, please sign in the space provided below and return the original to us.

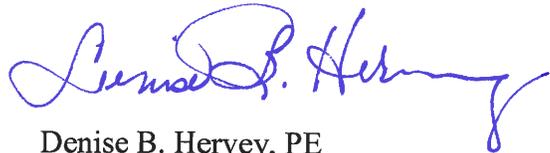
Please feel free to call us if you have any questions or if you wish to discuss this proposal in greater detail. We appreciate the opportunity to present this proposal to Howard R. Green, Inc., and look forward to working with you on this project.

If this proposal meets with your approval, please complete the authorization below and return one copy to TSi's office with HR Green's subconsultant agreement.

Respectfully submitted,
TSI GEOTECHNICAL, INC.



Matthew D. Ehlen, EI
Project Manager



Denise B. Hervey, PE
Principal

Attachments: Detailed Cost Estimate

Accepted by:
HOWARD R. GREEN, INC.

Printed Name

Date

Signature

Title

NOTE: The contents of this proposal are confidential and shall not be distributed to any person(s) other than those for whom this proposal was intended.

Geotechnical Study Cost Estimate 2016

Proposal No.: SLM16040.00 Date: 4/27/2016 p. 1 of 2
 Project Name: Route 109 Pedestrian Tunnel By: MDE
 No. Borings: 2 borings to 20 ft., 10 ft of rock core

PLANNING/START UP	Principal	Grp. Mgr.	Engr. VI	Engr. II	Eng I/Tech	Clerical	Fee
				5		1.5	\$0.00

FIELD INVESTIGATION

Engineering

Meetings - Scope, Various		0.5		1			
Review Info and Utilities				1.5			
Site Visit and Boring Location				0.5	3		
Drilling Supervision/Observation				0.5	10		
Mileage	110 @	0.54				Subtotal	\$59.40

Unit Drilling Prices

Drill Rig and Crew, Detailed Estimate on Sheet 2							\$1,868.75	
City Permit (Verify Cost)	@	\$150.00	each				\$0.00	
MoDNR Piezo Permit	@	\$135.00	each				\$0.00	
Piezo/Well Protector	@	\$168.00	each for stick up				\$0.00	
Piezo/Well Protector	@	\$300.00	each for flush mount				\$0.00	
MoDOT Permit	1 @	\$300.00	each				\$300.00	
Safety Cones and Signage	@	\$200.00	per day				\$0.00	
Traffic Con : Per MoDOT Std	1 @	\$2,000.00	day				\$2,000.00	
Subtotal Drill + Markup							0%	\$4,168.75

LABORATORY TESTING

Supervision

				1			
Classification	12 @	\$5.00					\$60.00
Moisture Content	12 @	\$4.50					\$54.00
Penetrometer	@	\$4.00					\$0.00
Extrusion	2 @	\$15.00					\$30.00
Unit Weight	2 @	\$25.00					\$50.00
Unconfined Compression	2 @	\$55.00					\$110.00
Atterberg Limits	1 @	\$70.00					\$70.00
Sieve (no hydrometer)	@	\$70.00					\$0.00
Standard Proctor (A or B)	1 @	\$180.00					\$180.00
% Passing #200	1 @	\$30.00					\$30.00
Rock - Unconfined Compr.	@	\$65.00					\$0.00
Core Photos	@	\$35.00					\$0.00
Subtotal/Lab:							\$584.00

ANALYSIS AND REPORT PREPARATION

Report Documents

Vicinity Map				0.25	1		
Site and Boring Location Plan				0.25	1.75		
Boring Logs				0.25	1		
Subsurface Profiles (gINT)							
Tables							

Analysis

Foundations		0.25		1.5			
Settlement		0.25		0.5			
Slope Stability		0.5		6			
Lateral Earth Pressures				1			
Construction Considerations		0.25		1.5			
Pavement Design Considerations							
Other							

Report Preparation

Manhours	0.5	1		8		2	
----------	-----	---	--	---	--	---	--

GEOTECHNICAL STUDY TOTAL

Manhour Total	0.5	2.75	0	28.75	16.75	3.5	
Hourly Fee	\$65.00	\$66.50	\$58.00	\$29.00	\$25.00	\$15.00	
Labor Fee	\$32.50	\$182.88	\$0.00	\$833.75	\$418.75	\$52.50	
Subtotal Engr. Cost							\$1,520.38
Labor _ Overhead @					Non-FAR	1.8445	\$2,804.33
Profit @						12%	\$518.96
PROJECT TOTAL:							\$9,655.82

ATTACHMENT B
(FEE ESTIMATE / BACK-UP)

**PART D
ESTIMATE OF COST**

<u>PROJECT MANAGEMENT AND ADMINISTRATION</u>		<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
	Principal	\$82.00	8	\$656.00
	Professional (PM)	\$64.00	24	\$1,536.00
	Sr. Bridge Professional	\$49.00	8	\$392.00
	Bridge Professional	\$39.00	2	\$78.00
	Roadway Professional	\$35.00	2	\$70.00
	Jr. Professional / Senior Technician	\$30.00	0	\$0.00
	Administrative Assistant	\$20.00	12	\$240.00
<u>PRELIMINARY DESIGN</u>				
	Principal	\$82.00	0	\$0.00
	Professional (PM)	\$64.00	15	\$960.00
	Sr. Bridge Professional	\$49.00	13	\$637.00
	Bridge Professional	\$39.00	38	\$1,482.00
	Roadway Professional	\$35.00	54	\$1,890.00
	Jr. Professional / Senior Technician	\$30.00	83	\$2,490.00
	Administrative Assistant	\$20.00	0	\$0.00
<u>RIGHT OF WAY DESIGN</u>				
	Principal	\$82.00	0	\$0.00
	Professional (PM)	\$64.00	5	\$320.00
	Sr. Bridge Professional	\$49.00	1	\$49.00
	Bridge Professional	\$39.00	0	\$0.00
	Roadway Professional	\$35.00	8	\$280.00
	Jr. Professional / Senior Technician	\$30.00	23	\$690.00
	Administrative Assistant	\$20.00	0	\$0.00
<u>FINAL DESIGN</u>				
	Principal	\$82.00	0	\$0.00
	Professional (PM)	\$64.00	39	\$2,496.00
	Sr. Bridge Professional	\$49.00	32	\$1,568.00
	Bridge Professional	\$39.00	86	\$3,354.00
	Roadway Professional	\$35.00	78	\$2,730.00
	Jr. Professional / Senior Technician	\$30.00	148	\$4,440.00
	Administrative Assistant	\$20.00	0	\$0.00
<u>BIDDING SERVICES</u>				
	Principal	\$82.00	0	\$0.00
	Professional (PM)	\$64.00	14	\$896.00
	Sr. Bridge Professional	\$49.00	20	\$980.00
	Bridge Professional	\$39.00	24	\$936.00
	Roadway Professional	\$35.00	8	\$280.00
	Jr. Professional / Senior Technician	\$30.00	0	\$0.00
	Administrative Assistant	\$20.00	0	\$0.00
HR Green LABOR SUBTOTAL			745 hrs	\$29,450.00
<i>HR Green Payroll Overhead</i>		(Est. at 44.24% X Subtotal)		\$13,028.68
<i>HR Green General and Admin Overhead</i>		(Est. at 123.26% X Subtotal)		\$36,300.07
Total Labor and Overhead				\$78,778.75
<i>HR Green Fixed Fee</i>		(14% xTotal Labor& Overhead)		\$11,029.03
HR Green TOTAL LABOR, OVERHEAD, & FIXED FEE				\$89,807.78
<i>Other Direct Costs</i>	Mileage		DBE Percentage	89.10
	Subcontractors: Tsi Engineering, Inc. (DBE)		9.7%	9,656.00
	Copies			400.00
DIRECT COST AND SUBCONSULTANT SUBTOTAL				10,145.10
TOTAL FOR HR GREEN, INC.				\$99,952.88

ATTACHMENT B

PROJECT: Route 109 Pedestrian Tunnel
PROJ. NO.: TAP-5602(623)
CLIENT: City of Wildwood
CLIENT PM: Rick Brown, PE, PTOE
CONSULTANT PM: Jason Dohrmann, PE

		HR GREEN, INC.																	
TOTAL HOURS							8	97	74	150	150	254	12						
COST PER HOUR / UNIT (Direct Labor Rate)							82	64	49	39	35	30	20	0.54					
TOTAL DIRECT LABOR COST							656	6208	3626	5850	5250	7620	240	165	89.10	400.00			
DISTRIBUTION OF HOURS (percentage of hours)							2.2%	13.2%	10.0%	20.4%	20.4%	34.5%	1.6%						
Task	DESCRIPTION OF TASK	HR GREEN Direct Labor Task	Direct Labor Plus Overhead	Labor Plus Overhead Plus Profit	Total Expenses	Task Total											EXPENSES		
							PRIN.	PROF. (PM)	PROF.	BRIDGE PROF.	RDWY PROF	JR. PROF / SR. TECH	ADMIN. ASST.	Mileage Auto	Printing, Mounting, other direct	Subs Direct	Notes		
TASK 4	FINAL DESIGN																		
4.1	Modify cover sheet (1 sheet)	30.00	80.25	91.49	-	91.49							1						
4.2	Tabulate quantities and prepare 2A and 2B sheets (2 sheets)	862.00	2,305.85	2,628.67	-	2,628.67		2	2	4			16						
4.3	Modify typical sections (1 sheet)	60.00	160.50	182.97	-	182.97							2						
4.4	Modify control pt, benchmarks, and geom. sheet (1 sheet)	30.00	80.25	91.49	-	91.49							1						
4.5	Modify plan/profile sheet (1 sheet)	906.00	2,423.55	2,762.85	-	2,762.85		2		2	8		14						
4.6	Create pipe profile sheet (1 sheet)	444.00	1,187.70	1,353.98	-	1,353.98		1			4		8						
4.7	Create force main relocation sheet (1 sheet)	584.00	1,562.20	1,780.91	-	1,780.91		1			8		8						
4.8	Prepare combined striping, signage and erosion control plans (2 sheets)	648.00	1,733.40	1,976.08	-	1,976.08		2			8		8						
4.9	Prepare Traffic Control and Staging Sheets (2 sheets)	1,157.00	3,094.98	3,528.27	-	3,528.27		3	1	4	8		16						
4.10	Modify and Prepare Structural Sheets																		
a	General Plan and Elevation (1 sheet)	530.00	1,417.75	1,616.24	-	1,616.24			2	8			4						
b	Summary of Quantities and General Notes (1 sheet)	940.00	2,514.50	2,866.53	-	2,866.53			4	16			4						
c	MSE Wall Details (3 sheets)	1,808.00	4,836.40	5,513.50	-	5,513.50			8	24			16						
d	Lighting Details (4 sheets)	2,136.00	5,713.80	6,513.73	-	6,513.73		12	4	8	4		24						
e	Boring Logs (1 sheet)	276.00	738.30	841.66	-	841.66				4			4						
4.11	Modify cross sections / compute earthwork quantities (10 sheets)	500.00	1,337.50	1,524.75	-	1,524.75					4		12						
4.12	Engineer's Estimate of Probable Cost	173.00	462.78	527.56	-	527.56		1	1				2						
4.13	Utility Coordination (incl. 1 meeting)	252.00	674.10	768.47	8.10	776.57		3					2	15	8.10				
4.14	Prepare Job Special Provisions	1,044.00	2,792.70	3,183.68	-	3,183.68		4	4	8	8								
4.15	Prepare Project Manual (Federal boiler plate and assorted documents)	872.00	2,332.60	2,659.16	-	2,659.16		4	4		12								
4.16	Prepare and submit Draft PS&E Submittal	129.00	345.08	393.39	-	393.39		1			1		1						
4.17	Make final revisions to PS&E Submittal	1,078.00	2,883.65	3,287.36	-	3,287.36		2	2	8	12		4						
4.18	Revise and resubmit Final PS&E Submittal	129.00	345.08	393.39	-	393.39		1			1		1						
TASK 5	BIDDING SERVICES																		
5.1	Issue written clarifications to RFI; prepare addenda	452.00	1,209.10	1,378.37	-	1,378.37		4	4										
5.2	Attend preconstruction meeting	226.00	604.55	689.19	8.10	697.29		2	2					15	8.10				
5.3	Make periodic site visits / answer questions during construction (3 visits)	678.00	1,813.65	2,067.56	24.30	2,091.86		6	6					45	24.30				
5.4	Shop drawing review	1,736.00	4,643.80	5,293.93	-	5,293.93		2	8	24	8								
TOTALS		29,450.00	78,778.75	89,807.78	10,145.10	\$99,952.88								\$89.10	\$400.00	\$9,656.00			

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT E

DISADVANTAGE BUSINESS ENTERPRISE CONTRACT PROVISIONS

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.
2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.
3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.
4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:
 - A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.
 - B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.
 - C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.
 - D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.
5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE

Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance

in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

ATTACHMENT F – FIG. 136.4.15

CONFLICT OF INTEREST DISCLOSURE FORM FOR LPA/CONSULTANTS

Local Federal-aid Transportation Projects

Firm Name (Consultant): HR Green, Inc.
Project Owner (LPA): City of Wildwood, Missouri
Project Name: Route 109 Pedestrian Tunnel
Project Number: TAP-5602(623)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

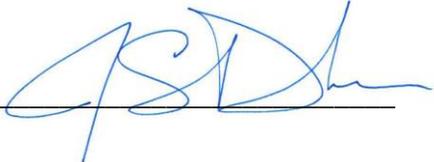
LPA

Consultant

Printed Name: City of Wildwood, MO

Printed Name: Jason S. Dohrmann, PE

Signature: _____

Signature:  _____

Date: _____

Date: May 2, 2016



WILDWOOD[®]
Department of Public Works

MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, Director of Public Works

Date: June 1, 2016

Re: Update to the Wildwood Town Center Sanitary Sewer Study

Background

In 2003, the City of Wildwood completed a study of sanitary sewer service within the Town Center area. This study ultimately led to the formation of Neighborhood Improvement District (NID), which resulted in the design and construction of improved and expanded sanitary sewers within the Town Center. A significant phase of the project was the expansion of MSD sewers to areas west of Route 109 along Manchester Road, including service to the St. Louis Community College and Old Pond School.

However, a recent proposal by Payne Family homes to construct single family homes on the Slavik property, located at 2431 Route 109, has led MSD to question the validity of the Town Center land use assumptions from the original 2003 study. For example, the 2003 study assumed the Slavik property would be developed for commercial purposes, whereby the sanitary sewer discharge would be lower than that of the single family homes proposed for the Slavik property. Thus, MSD is concerned that the proposed Slavik development project could jeopardize the ability to provide sanitary sewer service as promised to the remainder of the NID. To address this concern, MSD is recommending that the City update the 2003 study based on current Town Center land use.

It should be noted that an update to the 2003 study, would address two other items relating to sanitary sewer service in the Town Center area:

1. MSD is currently upgrading their Caulks Creek Sanitary Sewer trunk main, a project that will result in increased sanitary sewer capacity. By updating the 2003 study, we can evaluate the benefits of the expanded Caulks Creek Sewer project on Town Center sewer capacity.
2. The City would like to explore the extension of sanitary sewer service to the west, along Manchester Road, toward Wildwood Middle School. Such an extension could serve the existing businesses along Manchester Road, as well as Living Word Church, Wildwood Middle School, and the residential properties on Walnut and Maple Avenues.

MSD is requiring that the City of Wildwood take the lead in updating the 2003 Town Center Sanitary Sewer Study, and hire a consulting engineering firm to complete the work. Unfortunately, MSD is not willing to contribute toward the cost of the updated study. However, MSD will provide support to the City during the study process, and will review and approve the study.

Recommendation

The Department is recommending that the City complete an update to the 2003 Town Center Sanitary Sewer Study, which will address the concerns stated above.

Reasons for Recommendation

- An updated study will allow us to ensure that sanitary sewer service can be provided to those properties within the Town Center NID, as promised.
- An updated study will allow us to evaluate the feasibility of expanding sanitary sewer service to the west along Manchester Road toward Wildwood Middle School.

Planning Tomorrow Today[®]

- An updated study will quantify the impact of MSD's Caulks Creek Trunk Sewer project on sanitary sewer capacity in the Town Center.
- This action was identified as an Environmental Policy in the City's Master Plan (Policy #17).

For your reference, attached is the proposed Consultant Scope of Work as prepared by MSD.

Assuming a favorable recommendation by the Committee, the Department will initiate the process of soliciting potential engineering firms to complete the study. Once a recommended firm is identified, this matter will return to the Committee for further consideration.

I will be available for any questions or comments at the June 7, 2016 Administration/Public Works Committee Meeting.

RCB



SCOPE OF SERVICE FOR WILDWOOD TOWN CENTER MODELING

The following information is intended to be used to complete an update of the *Wildwood Town Center Sanitary Sewer Study – January 2003*. The City of Wildwood has completed construction of a portion of the area referred to as “Wildwood Town Center”. In May of 2016, the City of Wildwood contacted MSD in regards to updating their land use plan for the Town Center area and the possible affects this would have on the sanitary system. MSD recommended that the City of Wildwood hire a firm to update the existing model for the Caulks Creek watershed so a more complete analysis could be completed to reflect the land use changes. The following items, at a minimum, shall be completed to be able to review the demands of future development on the existing system.

1. Obtain a copy of the existing Caulks Creek Watershed Model from MSD.
2. Update the modeled collection system to the represent the existing sewers constructed in the Wildwood Area since the original model was developed. Use the *MSD Modeling Standards and Guidelines* as well as MSD’s *Data Analysis & Hydra Modeling Procedures* (This procedures manual can be obtained from MSD if the consultant does not already have a copy). If As-Built plans are not available, a survey of the structures may be necessary for top and flow line elevations of the features that were constructed after 2003.
3. Delineate and/or modify existing service areas for the new developments in the Wildwood area, following the parcel lines to generate the boundaries.
4. Population estimates, per capita rates, and diurnal patterns for will be required for residential developments. Commercial developments will require estimated daily flow volumes and diurnal patterns.
5. Using the meter data provided by MSD, verify the calibration for the sanitary flows to flow meter data to reflect dry-season conditions within +/- 10% for both the peak flow and total volume.

6. Submit the updated model to MSD for review and comment prior to proceeding to wet-weather analysis. MSD will provide review comments within 10 business days.
7. Using the meter and rainfall data provided by MSD, verify the wet weather calibration meets the wet-season criteria within +/- 20% for both the peak flow and total volume. If any adjustments are necessary, the patterns of the meter data must be calibrated to one storm event and be verified by at least two other storm events. Any calibration results should take into account the antecedent conditions for the area when reviewing the metered data and comparing it to the model.
8. Submit the wet-weather calibrated model to MSD for review and comment prior to proceeding to scenario generation. MSD will provide review comments within 10 business days.
9. Using the design storm provided by MSD, complete a model run and analyze the downstream portions of the model for surcharging conditions and capacity issues. This will be the baseline to determine what if any improvements are needed to convey flows for future developments in the Wildwood Town Center area.
10. Create additional SE layers, including estimates of population, per-capita rates, volumes, and diurnal patterns as necessary to estimate flows for future planned developments within the Wildwood Town Center area.
11. Run a design storm using the newly created layers that include the annexed area in conjunction with the 2030 Land Use Layer as provided by MSD. Compare the model results before and after the annexed area for deficiencies and produce a report discussing the differences. This report shall include alternatives for correcting the capacity issues as well as associated costs.
12. Any pump stations that could be impacted by the updated land use plan will need to be analyzed separate from the hydraulic model. A comparison of the design flow vs future flows will need to be completed in accordance with *Section 2 – Pump Station and Forcemain Design Criteria of the MSD Standard Pump Station Design and Construction Requirements dated July 2001*.